IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO. 4885 OF 1992

Dattajirao Bhagwanrao Khanvilkar since deceased, through his heirs Smt. Nirmala D. Khanvilkar & Ors.] ..Petitioners (Original Landlords)

versus

Zilu Krishna Dalvi, since deceased through heirs Laxmi Zilu Dalvi & Ors.] ..Respondents (Original Tenants)

Mrs. S. A. Mudbidri for the Petitioners.
Mr. P. N. Karlekar for the Respondents.

CORAM : D. G. DESHPANDE, J.
DATE : 14TH DECEMBER, 2006

ORAL ORDER : (IN CHAMBER) :

1. An order was passed by me in this writ petition giving certain directions to the Tahsildar. That was order dated 23.11.2006.

2. Counsel for the respondents - tenants accordingly produced an envelope containing to be report of the Tahsildar in compliance with the order

dated 23.11.2006. Before opening the envelope, it was shown to counsel for the petitioners. She took no objection to open it, therefore it was opened. It contained the report of the Tahsildar along with the sketch map. The same is taken on record and marked ’X’ for identification.

3. This map and the report of the Tahsildar, Sawantwadi, was shown to both the parties, who are present with their Advocates. After talking with them at length, a modification was sought and it was suggested by both the sides. Modification is that the tenants have asked for 30 cubits breadth and 122 length which comes to 45 feet. Now, the tenants agree that they will be fully satisfied if 40 feet instead of 45 feet is given to them in the North as breadth and 122 cubits in length. Landlords also agrees to this.

4. The result will be that instead of 45 feet x 122 cubits, the tenants will get 40 feet (in the North as breadth) x 122 cubits in length). Tahsildar, Sawantwadi, to fix the boundaries, again, as per this order.

5. Both the sides further agree that whatever suits and proceedings are filed by them in respect of the suit property against each other till today, the same will be withdrawn within one month from today, as per the undertaking given by them to this court, today. Whatever way to this property given to the tenants which they were using herein before shall be allowed to be used by them excluding the use of trucks by the tenants. Since the tenants' claim is fully satisfied, the tenants agree that this compromise is once for all for themselves as well as on behalf of their heirs and legal representatives, other co-tenants and nobody will claim any right in respect of the suit land in future against the landlords. There are allegations by the tenants that trees in their area were cut by the landlords. These allegations are denied by the landlords, totally. This issue of coming of trees within the land of the tenants, whether they were cut by the landlords and whether the landlords misappropriated the wood, what is the value of that wood and how much compensation, if any, the tenants are entitled to, and payment, if any, shall be made thereafter, by consent of the parties are to be decided by the concerned Forest Department as early

as possible, say within a period of three months from the date of receipt of the certified copy of this order, which is to be produced by both the parties. Bank guarantee given by the landlords is released. All concerned parties to act accordingly. Rule answered accordingly. Writ Petition disposed of with the above directions. Certified copy expedited.

(D.G. DESHPANDE, J.)